SERFF Tracking Number:
 ULCC-126590095
 State:
 Arkansas

 Filing Company:
 The Union Labor Life Insurance Company
 State Tracking Number:
 45470

Company Tracking Number: BR.11

TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &

Dismemberment Dismemberment

Product Name: BR.11

Project Name/Number:

Filing at a Glance

Company: The Union Labor Life Insurance Company

Product Name: BR.11 SERFF Tr Num: ULCC-126590095 State: Arkansas TOI: H03G Group Health - Accidental Death & SERFF Status: Closed-Approved- State Tr Num: 45470

Dismemberment Closed

Sub-TOI: H03G.000 Health - Accidental Death Co Tr Num: BR.11 State Status: Approved-Closed

& Dismemberment

Filing Type: Form Reviewer(s): Rosalind Minor

Authors: Karen Whitham, Kevin

Ross, Carla Wallace

Date Submitted: 04/21/2010 Disposition Status: Approved-

Closed

Disposition Date: 04/21/2010

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: Status of Filing in Domicile:
Project Number: Date Approved in Domicile:
Requested Filing Mode: Domicile Status Comments:

Explanation for Combination/Other:

Submission Type: New Submission

Market Type: Group

Group Market Size: Large

Overall Rate Impact: Group Market Type: Employer, Association,

Trust

Filing Status Changed: 04/21/2010 Explanation for Other Group Market Type:

State Status Changed: 04/21/2010

Deemer Date: Created By: Karen Whitham

Submitted By: Karen Whitham Corresponding Filing Tracking Number:

Filing Description:

Attached for your review and approval is group policy and certificate amendment form BR.11. This is a new form and does not replace any existing form.

This form is identical to form BR.9, which was approved by the Department on September 18, 2008 under SERFF Tracking # ULCC-125818245, except for the addition of Uniplegia as a covered loss.

Company Tracking Number: BR.11

TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &

Dismemberment Dismemberment

Product Name: BR.11
Project Name/Number: /

BR.11 provides additional benefits options to the Accidental Death and Dismemberment Benefit under policy GP-9700 et al, which was approved by the Department on January 26, 1999.

Please do not hesitate to contact me with any questions about this form.

Company and Contact

Filing Contact Information

Karen Whitham, kwhitham@ullico.com 8403 Colesville Road 202-682-4683 [Phone] Silver Spring, MD 20910 202-682-4682 [FAX]

Filing Company Information

The Union Labor Life Insurance Company CoCode: 69744 State of Domicile: Maryland 8403 Colesville Road Group Code: 781 Company Type: Life and Health

Silver Spring, MD 20910 Group Name: State ID Number:

(202) 682-0900 ext. [Phone] FEIN Number: 13-1423090

Filing Fees

Fee Required? Yes
Fee Amount: \$125.00
Retaliatory? Yes

Fee Explanation: 1 form @ \$125 (Maryland fee)

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

The Union Labor Life Insurance Company \$125.00 04/21/2010 35834136

Company Tracking Number: BR.11

TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &

Dismemberment Dismemberment

Product Name: BR.11

Project Name/Number:

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Rosalind Minor	04/21/2010	04/21/2010

Company Tracking Number: BR.11

TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &

Dismemberment Dismemberment

Product Name: BR.11
Project Name/Number: /

Disposition

Disposition Date: 04/21/2010

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: BR.11

TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &

Dismemberment Dismemberment

Product Name: BR.11

Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Variable Memorandum	Approved-Closed	Yes
Form	Group Policy and Certificate Amendment	Approved-Closed	Yes

Company Tracking Number: BR.11

TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &

Dismemberment Dismemberment

Product Name: BR.11
Project Name/Number: /

Form Schedule

Lead Form Number:

Schedule	Form	Form Type Form Name	Action	Action Specific	Readability	Attachment
Item	Number			Data		
Status						
Approved-	BR.11	Policy/Cont Group Policy and	Initial		51.000	BR.11.pdf
Closed		ract/Fratern Certificate				
04/21/2010)	al Amendment				
		Certificate:				
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		t, Insert				
		Page,				
		Endorseme				
		nt or Rider				

THE UNION LABOR LIFE INSURANCE COMPANY SILVER SPRING, MARYLAND

GROUP INSURANCE [POLICY] [CERTIFICATE] AMENDMENT

AMENDMENT NO. [#]

ATTACHED TO AND MADE A PART OF [POLICY] [CERTIFICATE] NO. [XXXXXX]

ISSUED TO [XYZ TAFT-HARTLEY WELFARE TRUST FUND]

The [Policy] [Certificate] is amended, effective [January 1, 2005], as follows:

[1. The first paragraph of the ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT Section is revised as follows:

Upon receipt of due proof of loss, the Accidental Death and Dismemberment Benefit will be paid if:

- 1. The [Person] [or] [Dependent], while insured under this benefit, suffers an accidental injury; and
- 2. As the direct result of the accident, and independent of all other causes, the [Person] [or] [Dependent] suffers a Covered Loss within [90] days after the accident[; and
- 3. The accident is not the result of an Injury that arises out of or in the course of any employment with any employer. [The accident is the result of a Workplace Injury.]
- [2. The definition of "Covered Loss" in the ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT Section is replaced by the following:

A "Covered Loss" means the following permanent loss or condition:

- 1. Life, or
- 2. A hand, by complete severance at or above the wrist joint;
- 3. A foot, by complete severance at or above the ankle joint;
- 4. An eye, involving irrecoverable and complete loss of sight in the eye;
- 5. Four or more fingers from one hand by complete severance;
- 6. Two or more phalanges of both the thumb and the index finger from one hand by complete severance;
- 7. Speech and/or hearing loss. Loss of speech and/or hearing means the entire and irrecoverable loss of speech or hearing, as certified by a Diplomate of the American Board of Otolaryngology;
- 8. Quadriplegia (total, irreversible paralysis of all four limbs);

- 9. Paraplegia (total, irreversible paralysis of both lower limbs);
- 10. Hemiplegia (total, irreversible paralysis of one arm and one leg on the same side of the body); or
- 11. Uniplegia (total, irreversible paralysis of one arm or one leg).

except as excluded under *Exclusions* in this Section, and subject to all the term and conditions of this Policy.]

[3. The Schedule of Losses in the ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT Section is replaced by the following:

SCHEDULE OF LOSSES

FOR LOSS [OR CONDITION]: THE BENEFIT IS:

LIFE	THE PRINCIPAL SUM
[TWO HANDS	THE PRINCIPAL SUM
TWO FEET	THE PRINCIPAL SUM
SIGHT OF TWO EYES	THE PRINCIPAL SUM
ONE HAND AND ONE FOOT	THE PRINCIPAL SUM
ONE HAND AND SIGHT OF ONE EYE	THE PRINCIPAL SUM
ONE FOOT AND SIGHT OF ONE EYE	THE PRINCIPAL SUM
ONE HAND OR ONE FOOT	ONE-HALF THE PRINCIPAL SUM
SIGHT OF ONE EYE	ONE-HALF THE PRINCIPAL SUM
FOUR OR MORE FINGERS (ONE HAND)	ONE-HALF THE PRINCIPAL SUM
THUMB AND INDEX FINGER	ONE-FOURTH THE PRINCIPAL SUM
QUADRIPLEGIA	THE PRINCIPAL SUM
PARAPLEGIA	
HEMIPLEGIA	ONE-HALF THE PRINCIPAL SUM
UNIPLEGIA	ONE-FOURTH THE PRINCIPAL SUM
SPEECH AND HEARING	THE PRINCIPAL SUM
SPEECH OR HEARING	ONE-HALF THE PRINCIPAL SUM

If the [Person] [or] [Dependent] suffers more than one loss in any one accident, payment shall be made only for that loss for which the largest amount is payable.]

[4. The **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT** Section is revised to include the following:

[WORKPLACE ACCIDENTAL DEATH [AND DISMEMBERMENT] BENEFIT

In addition to any other benefit payable under this Policy, the Company will pay a Workplace Accidental Death [and Dismemberment] Benefit [as shown on the Schedule] if the [Person] suffers a Covered Loss as a result of a Workplace Injury

Workplace Injury means [(1)] a bodily injury caused by an accident that occurs while the Person is at his workplace and performing his regularly scheduled [union] work [or serving in an official

capacity for his local, state, or national labor organization [; or (2) an Injury that occurs while the Person is:

- (1) Traveling from his residence to his workplace to begin performing his regularly scheduled union work or service in an official capacity for his local, state, or national labor organization; or
- (2) Traveling from his workplace to his residence after having performed his regularly scheduled [union] work [or service in an official capacity for his local, state, or national labor organization].]

The Workplace Injury must be the direct cause of a Covered Loss and must be independent of all other causes.

REPATRIATION BENEFIT

In addition to any other benefit payable under this Policy, the Company will pay a Repatriation Benefit of [up to \$5,000, but not to exceed the Principal Sum,] for the preparation and transportation of the [Person's [Or] [Dependent's] body to a mortuary if:

- 1. The [Person] [or] [Dependent] dies as a result of an accident for which an Accidental Death & Dismemberment benefit is payable; and
- 2. The [Person's] [or] [Dependent's] death occurs at least [75] miles away from his or her principal place of residence.]

SEAT BELT BENEFIT

In addition to any other benefit payable under this Policy, the Company will pay a Seat Belt Benefit if:

- 1. The [Person] [or] [Dependent] dies as a result of an automobile accident for which an Accidental Death & Dismemberment benefit is payable; and
- 2. The seat belt was in actual use and properly fastened, as certified in the official police report, at the time of the accident; and
- 3. The [Person] [or] [Dependent] was driving or riding in an automobile driven by a licensed driver who was neither:
 - a. Intoxicated nor driving while impaired. Intoxication and impairment shall be determined by the law of the jurisdiction in which the accident occurs, with or without conviction; nor
 - b. Under the influence of any narcotic, hallucinogen, barbiturate, amphetamine, gas or fumes, poison or any other controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended unless as prescribed by a licensed physician. Conviction is not necessary for a determination of being under the influence.

The amount of the Seat Belt benefit is the [least] of [:

1. [\$25,000;] or

- 2. [The Principal Sum;] or
- 3. [\$1,000] if an official police report certifying that the seat belt is properly fastened cannot be submitted with the claim.]

AIR BAG BENEFIT

In addition to any other benefit payable under this Policy, the Company will pay an Air Bag Benefit if the [Person] [or] [Dependent] dies in an accident payable under the Accidental Death and Dismemberment benefit while the [Person] [or] [Dependent] is positioned in a seat protected by a properly functioning, original, factory installed Supplemental Restraint System that inflates on impact (air bag). The additional amount payable under this Benefit is [5% of the Principal Sum up to \$5,000].

EDUCATION BENEFIT

In addition to any other benefit payable under this Policy, the Company will pay an Education Benefit for the [Person's] Dependent Student if the [Person's] death is the result of an accident for which the Accidental Death & Dismemberment Benefit is payable.

Student means a Dependent who, on the date of the [Person's] death, is:

- 1. A full-time post high school student in a school of higher education; or
- 2. A high school student but who becomes a full-time post high school student in a school of higher education [within 365 days] after the [Person's] death.

School of higher education means an institution that:

- 1. Is legally authorized by the State in which it is located; and
- 2. Provides a program for either:
 - a. Bachelor's degrees or not less than a two year program with full credit towards a Bachelor's degree; or
 - b. Gainful employment so long as such program provides at least one year of training; and
- 3. Is accredited by an agency or association recognized by the U.S. Department of Education under the Higher Education Assistance Act as may be amended from time to time.

Amount of Benefit

The Benefit for each Dependent Student shall equal [the lesser of the Principal Sum of the [Person's] Accidental Death & Dismemberment Benefit or \$12,000].

Payment of Benefit

The Company will pay the Dependent Education Benefit [in four equal annual installments.] We will pay [one Dependent Education Benefit to each Dependent Student during any one school year.] If the Dependent Student is a minor, We will pay the benefit to the legal representative of the minor.

When Benefit Ends

A Dependent Student will no longer be eligible to receive the Dependent Education Benefit upon the earlier of the following:

- 1. Our payment of the [fourth installment] of the Dependent Education Benefit on behalf of or to the Dependent Student; or
- 2. At the end of the time period during which Due Proof must be submitted if no Due Proof is submitted.]

ISPECIAL CHILD EDUCATION BENEFIT

If the [Person's] Dependent does not qualify as a Student, but is enrolled in an elementary or high school, the Company will pay a Child Education Benefit in the amount [of \$1,000]. This benefit is payable once upon proof that the [Person] has died as a result of an accident for which the Accidental Death & Dismemberment benefit is payable and that, within [12 months] after the [Person's] death, the [Person's] Dependent is a full-time student in an elementary or high school. This benefit is in addition to any other benefit payable under this Policy.

Student means a Dependent who, on the date of the [Person's] death, is:

- 1. A full-time post high school student in a school of higher education; or
- 2. A high school student but who becomes a full-time post high school student in a school of higher education [within 365 days] after the [Person's] death.

School of higher education means an institution that:

- 1. Is legally authorized by the State in which it is located; and
- 2. Provides a program for either:
 - a. Bachelor's degrees or not less than a two year program with full credit towards a Bachelor's degree; or
 - b. Gainful employment so long as such program provides at least one year of training; and
- 3. Is accredited by an agency or association recognized by the U.S. Department of Education under the Higher Education Assistance Act as may be amended from time to time.]

FELONIOUS ASSAULT BENEFIT

In addition to any other benefit payable under this Policy, the Company will pay a Felonious Assault Benefit if the [Person] suffers a Covered Loss that occurs as the result of what is legally called a "felonious assault." This occurs when the [Person] is the victim of a criminal act such as, but not limited to, kidnapping, robbery, assault and battery.

This Benefit is [10% of the Principal Sum.] [The assault must occur while the [Person] is on the job, actively working for his/her employer].]

SURVIVOR BENEFIT

In addition to any other benefit payable under this Policy, the Company will pay a Survivor Benefit of \$500 per month for 6 months following the Person's death, if the Person dies in an accident for which an Accidental Death & Dismemberment benefit is payable.

Regardless of whom the [Person] named as Beneficiary, this benefit:

- 1. Is paid to the [Person's] spouse if living, or
- 2. Is divided equally among any Dependent children the [Person] may have, if the [Person] does not have a living spouse.]

COMMON CARRIER

In addition to any other benefit payable under this Policy, the Company will pay a Common Carrier benefit, if the [Person] [or] [Dependent] dies:

- 1. As a result of an accident for which an Accidental Death & Dismemberment benefit is payable;
- 2. While riding, or traveling, in a Common Carrier as a fare paying passenger; and
- 3. Within [365] days of the accident.

The amount payable under this Benefit is [\$5,000].

Common Carrier means any land, water or air conveyance operated under common carrier license for the transport of passengers for hire.]

EXPOSURE BENEFIT

In addition to any other benefit payable under this Policy, the Company will pay an Exposure Benefit [equal to the Principal Sum] for the loss of the [Person's] [or] [Dependent's] life if:

- 1. Such loss of life resulted from unavoidable exposure to the elements while traveling in a conveyance;
- 2. The conveyance in which the [Person] [or] [Dependent] was traveling[:
 - (a) Disappeared,
 - (b) Made a forced landing,
 - (c) Sank,
 - (d) Was stranded, or
 - (e) Was wrecked; and
- 3. After [one year], the [Person's] [or] [Dependent's] body has not been found.]

Except as amended above, the [Policy] [Certificate] remains unchanged. All changes are subject to the terms and conditions of the [Policy].

Signed and sealed at Silver Spring, MD

THE UNION LABOR LIFE INSURANCE COMPANY

[signature]
[title]

[Accepted:
BY:	
TITLE:	
DATE:	•

Company Tracking Number: BR.11

TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &

Dismemberment Dismemberment

Product Name: BR.11

Project Name/Number:

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification Approved-Closed 04/21/2010

Comments:

Attachments:

Certificate of Compliance Rule 19.pdf

Certification of Readability.pdf

Item Status: Status

Date:

Bypassed - Item: Application Approved-Closed 04/21/2010

Bypass Reason: Not applicable

Comments:

Item Status: Status

Date:

Satisfied - Item: Variable Memorandum Approved-Closed 04/21/2010

Comments: Attachment:

Variability BR11.pdf

CERTIFICATE OF COMPLIANCE WITH ARKANSAS RULE & REGULATION 19

Insurer:	The Union Labor Life Insurance Company
Form Number(s):	BR.11
	the filing above meets all applicable Arkansas requirements including ements of Rule & Regulation 19.
Chules 17	! Markhauf
Charles H. MacPhaul	
April 19, 2010 Date	

READABILITY CERTIFICATION

BR.11

I certify that the form submitted with this filing achieved the following scores using the Flesch Test Reading Score standards: 51.0.

THE UNION LABOR LIFE INSURANCE COMPANY

By: _______

Title: Charles H. MacPhaul, AVP Compliance

Date: April 19, 2010

VARIABLE MEMORANDUM

Form BR.11 Arkansas

Variable data is bracketed. This data will vary from case to case, as indicated below, and will reflect the plan of benefits of the Policyholder. Variable data will never exclude or limit provisions mandated by state or federal law. With respect to mandated benefits or requirements, benefits greater than those mandated or required may be provided, where permitted.

GENERAL VARIABLES: The following variables are consistent throughout the form:

- 1. [Policy] [Certificate]: When the form is attached to a master policy, the term "Policy" will appear. When the form is attached to an insured's certificate, the term "Certificate" will appear.
- 2. No. [XXXXX]: The actual number will appear.
- 3. [XYZ Taft-Hartley Welfare Trust Fund]: The actual name of the group policyholder will appear.
- 4. [January 1, 2008]: The actual effective date of the amendment will appear.
- 5. [Person]: The term "Person" is variable to accommodate the issuance of the forms covering "Members" or "Employees". The term is variable throughout the forms and will be changed coincident with the Definition term which may be "Member", "Employee", or "Person".
- 6. [Person] [or] [Dependent]: This phrase may be modified to reflect a benefit provided solely to the Person, solely to a Dependent, or to both.
- 7. The phrase "this Policy" will be replaced by "the Policy" when the amendment is attached to a Certificate.
- 8. Benefit Amounts: All benefit amounts are variable so as to accommodate the policyholder's plan of benefits. Benefit amounts may be moved to the Schedule of Benefits, and text describing the amounts replaced with the phrase, "as shown on the Schedule of Benefits" or words of similar import.
- 9. The Signature block is variable to accommodate any future changes in leadership of the company.
- 10. [Accepted: et al]: This information will be included in the policy amendment, except when revisions are required to comply with state or federal law. This information will not in the certificate amendment. The "By" line will contain the signature of the representative of the group policyholder who is authorized to sign. The "Title" line will contain his or her title. The "Date" line will contain the date the document is signed.

ITEM 1.

- 1. This item will be included if the Accidental Death and Dismemberment Benefit is provided to Persons and Dependents, or to Dependents only. The text will reflect who is covered.
- 2. Under #2, "within 90 days" may be changed to another time period, but will never be less than required by law.

3. Item #3, relating to workplace injuries, may be deleted in its entirety, or either clause may be included as elected by the Policyholder.

ITEM 2.

- 1. This item may be included or deleted as elected by the Policyholder.
- 2. Items 2-10 may be individually included, deleted, or modified to accommodate the Policyholder's plan of benefits.

ITEM 3.

- 1. This item may be included or deleted. The entire Schedule of Losses may be moved to the Schedule of Benefits.
- 2. The phrase "or condition" may be included or deleted as appropriate for the list of losses or conditions (i.e. it will be included if coverage is provided for quadriplegia, paraplegia or hemiplegia).
- 3. The variable items may be individually included, deleted, or modified to accommodate the Policyholder's plan of benefits.

ITEM 4.

Each Benefit may be individually included, deleted, or modified to accommodate the policyholder's plan of benefits, including but not limited to the following:

- 1. The Workplace Accidental Death [and Dismemberment] Benefit may include a dismemberment benefit, or provide a death benefit only.
- 2. Throughout the definition of Workplace Injury:
 - a. The word "union" may be included or deleted.
 - b. The phrase beginning, "for serving in an official capacity..." may be included or deleted.
 - c. The provision relating to travel to and from the workplace may be included or deleted.
- 3. Under item 2 of the Repatriation Benefit, "[75]" miles may be changed to a different distance.
- 4. In the last paragraph of the Seat Belt Benefit, "[least]" may be changed to "lesser" if only two options exist. The options may be individually included, deleted, or modified to accommodate the policyholder's plan of benefits.
- 5. In the definition of "Student" under the Education Benefit and the Special Child Education Benefit, "[within 365 days]" may be changed to another time period. The frequency and scheduling of Education Benefits may be changed as reflects the Policyholder's plan of benefits.
- 6. In the Special Child Education Benefit, "[12 months]" may be changed to another time period.
- 7. If both the Education Benefit and the Special Child Education Benefit are included, the definitions of "Student" and "School of higher education" will appear only once, and will be applicable to both.
- 8. The last sentence of the Felonious Assault Benefit may be included or deleted.

- 9. In the Survivor Benefit, the period of time for which payments will be made may be changed, but will never be less than required by law.
- 10. In the Common Carrier benefit, "[365] days" may be changed to another time period.
- 11. In the Exposure Benefit, each item under 2. may be included or deleted.
- 12 .In the Exposure benefit, the one-year time period may be changed to another time period.